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No. 30]

NEW DELHI, SATURDAY, JULY 29, 1995 (SRAVANA 7, 1917)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अजग संकलन के रूप में रखा जा सके।
(Separate paging is given to this Part in order that it may be filed as a separate compilation)

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## भाग IV [PART IV]

## गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं [Advertisements and Notices issued by Private Individuals and Private Bodies.]

#### नाम परिवर्तन

मैं अब तक सीताराम के नाम से ज्ञाल, सुपुत्र श्री रूल्हा सिष्ठ्र कार्यालय केन्द्रीय तारघर, दोहराबून में सहायक अधीक्षक (तारपरियात) पद पर कार्यरत निवासी वर्तमान पता मकान नं. 106, रीठा मन्डी, दोहराबून ने अपना नाम बदल लिया है और इसके पदचातु मेरा नाम सीताराम नायडू होगा।

प्रमाणिल किया जाता है कि भैंने इस बारे में अन्य कानूनी रासों को पूरा कर लिया है ।

सीताराम

हस्ताक्षर (वर्तमान पुराने नाम के अनुसार)

में अब तक रतनलाल के नाम से ज्ञात, सुपुत्र श्री दीपाराम जी कार्यालय मध्य उपखण्ड बाड़मेर में निरीक्षक डाकघर मध्य उपखण्ड बाड़मेर पद पर कार्यरत निवासी धर्तमान पता डाक कोलोनी बाड़मेर बी अपना नाम बदल लिया है और इसके पश्चात् मेरा नाम रतनलाल बालोविया होगा ।

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प्रमाणित किया जाता है ि गीचे इस जारे मी अन्य कानूनी शती को पूरा कर लिया है।

रतनलाल

हस्ताक्षर (वर्शमान पुराने नाम के अनसार)

मैं अब सक सीताराम माली के नाम से ज्ञाता, सुपुत्र श्री माला-राम माली कार्यालय अधीकाल डाकचर, बाड़मेर में निरीक्षक डाकचर (सी. एण्ड पी. जी.) पद पर कार्यरत नियासी वर्तमान पता डाक कालोनी, बाड़मेर ने अपना नाम बदल लिया है और इसके परचाद मेरा नाम सीताराम मैनी होगा ।

प्रमाणित किया ाका है कि भीचे इस बारे में अन्य कान्नी शर्ती की परा कर लिया है।

> सीताराम माली हस्ताक्षार (धर्तमान पुराने नाम के अनुसार)

(101)

#### LOST

The Government Promissory Note Nos. BY-011101 to BY-011103 (3 x 25,000) of 6.5% Government of India Loan 2005 for Rs. 75,000/- (aggregate) originally standing in the names of N. J. Kotak, K. B. Kotak & S. K. Chatterjee and last endorsed to M/s. Batlivala & Karani, the proprietors by whom hey were never endorsed to any other person having been lost, notice is hereby given that the payment of the above Note and interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of duplicate in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

Name of the Advertiser: M/s. Batliyala & Karani. Address: Union Bank Building, 3rd Floor, Dalal Street, Fort, Bombay-400 001.

S. A. KARANJIA

for Batlivala & Karani
Partner

#### NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS/PUBLIC NOTICES IN THIS PART OF THE GAZETTE OF INDIA PETSONS NOTIFYING THE ADVERTISEMENTS/PUBLIC NOTICES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER Controller of Publication

#### CHANGE OF NAMES

I, hitherto known as MOTILAL S/o LALJI, employed as KH/Helper in the C&W Deptt. E. Rly., Sealdah, residing at Rly. Qrs. No. 406/2 at DKD, Calcutta-700 037, have changed my name and shall hereafter be known as BISWANATH MONDAL.

It is certified that I have complied with other legal requirements in this connection.

MOTI LAL Signature (in existing old name)

I, hitherto known as B. RAMANA RAO S/o LATE SANYASI, employed as Ticket Collector (LR), under Sr. Div sional Comm mercial Department, S. E. Railway, t Block No. K/17, Unit No. 1, Math P.S. Kharagpur (T), Dist. Midnapore (WB), have changed my name and shall hereafter be known as B. NAGESWAR RAO.

It is certified that I have complied with other legal requirements in this connection.

B. RAMANA RAO Signature (in existing old name)

- I, hitherto known as RAMNATH S/o BAITALI, employed as Crane Driver, BDT, Kurla Diesel Shed. Bombay-24 in the Central Railway, residing at MSRB 93/13. Rlv. Colony Kurla (E), Bambay-24, have changed my name and shall hereafter be known as RAMNATH BAITALI PRAJAPATI.
- . It is certified that I have complied with other legal requirements in this connection.

RAMNATH Signature (in existing old name)

NARESH KOL, employed as L.D.C./P. No. 010235 in the Material Control Office, Ordnance Factory, Katni, residing at Lakhera, Katni (Behind of Khermai Mandir), have changed my name and shall hereafter be known as KUNJI LAL RAUTIYA (K. L. RAUTIYA).

It is certified that I have complied with other legal requirements in this connection.

KUNJI LAL KOL Signature (in existing old name)

I, hitherto known as KUNJI LAL KOL S/o SHRI RAM JAN, employed as Lower Division Clerk in the Office of the Provident Fund Inspector, Spencer Building, Ooty-1, residing at 4/432-A, Gurunji Nagar, Thanakkulam (PO) Madurai-6, have changed my name and shall hereafter be known as NAHA SARAVANAN.

It is certified that I have complied with other legal requirements in this connection.

N. SARAVANAN Signature (in existing old name)

I, hitherto known as MULYABAN CHANDRA KALBARTA DAS S/o La'e KSHETRA MOHAN KAIBARTA DAS, employed as Deputy Controller of Accounts in the Ministry of Urban Affairs and Employment, Calcutta, residing at 71/A, Purba Diganta, P. O. Santoshpur, Calcutta-700075, have changed my name and shall hereafter be known as MULYABAN DAS.

It is certified that I have complied with other legal requirements in this connection.

MULYABAN CHANDRA KAIBARTA DAS Signature (in existing old name)

I, hitherto known as ABDUL RASHID MOHAMMAD LEHARI S/o MOHAMMAD LEHARI, employed as Asstt. Teacher, now retired in the Belgaum Contonment Board Urdu School, Belgaum, residing at H. No. 19, Kakar Street Camp Belgaum-590 001, have changed my name and shall hereafter be known as ABDUL RASHID MOHAMMAD LEHARI SHAIKH.

It is certified that I have complied with other legal requirements in this connection.

ABDUL RASHID MOHAMMAD LEHARI Signature (in existing old name)

I, hither to known as RANGALAL LAMANI S/o Shri KHEERU LAMANI, employed as Havildar (GD) in the Army (Defence Service). residing at Rajanal, P.O. Atharaga, Tq-Indi, Dist. Bijapur (Karnataka), have changedd my name and shall hereafter be known as RANGALAL KHEERU PAWAR.

It is certified that I have complied with other legal requirements in this connection.

Signature (in existing old name)
RANGALAL LAMANI

I, hitherto known as CAPT (MRS) HEMLATHA BHAR-GAV W'O CAPT SANJAY KUMAR KAKKAR, employed as Medical Officer in the Army Medical Corps, res ding at Military Hospital, Bhuj, have changed my name and shall hereaf er be known as CAPT (MRS) HEMLATHA KAKKAR.

It is certified that I have complied with other legal requirements in this connection.

CAPT (MRS) HEMLATHA BHARGAV Signature (in existing old name) I, hitherto known as RAM DHAN BHAGAT S/o RAM NAN BHAGAT, employed as Turner Skilled in the Field gun factory, Kanpur, residing at A-545, Gujaini, Kanpur, have changed my name and shall hereafter be known as RAM DHAN KUSHAWAHA.

It is certified that I have complied with other legal requirements in this connection.

RAM DHAN BHAGAT Signature (in existing old name)

I, hitherto known as DILAR KAUR D/o S. RAM SINGH, employed as Staff Nurse in the Lok Nayak Hospital, New Delhi, residing at F-164-A, Vishnu Garden, New Delhi-110018, have changed my name and shall hereafter be known as DILPREET KAUR.

It is certified that I have complied with other legal requirements in this connection.

DILAR KAUR Signature (in existing old name)

I, hither o known as RAM MILAN S/o Shri PHOOL CHAND RAM, employed as Sr. Clerk in the Engineering/Flood Section Railway Headquarters Office Baroda House, New Delhi, residing a J-298/A, Kartar Nagar Gali No. 2, Delhi-110053, have changed my name and shall hereafter be known as RAM MILAN GAUTAM.

It is certified that I have complied with other legal requirements in this connection.

RAM MILAN Signature (in existing old name)

I, hitherto known as ABDUL RAHIM S/o LATE ABDUL SATTAR, employed as High Skilled Painter Grade I in the office of CTFO/RRD/KGP, South Eastern Railways, Kharagpur, residing at Quarter No. 1A/42 Unit No C, New Traffic Inda, Kharagpur-721305, Dist. Midnapore (WB), have changed my name and shall hereafter be known as ABDUL RAHIM KHAN.

It is certified that I have complied with other legal requirements in this connection.

ABDUL RAHIM Signature (in existing old name)

I, hitherto known as SURESHA S/o Shri VASUDEVA, C/o P. C. Chandran, residing at Laxmi Nilaya Urwa Stores, Mangalore-6, have changed my name and shall be reafter be known as PADUVANGAL VASUDEVA SURESH.

It is certified that I have complied with other legal requirements in this connection.

SURESHA Signature (in existing old name)

I, hitherto known as SUDFUR CHANDRA ROV (C) Late PROVAT CHANDRA ROY, employed as MCM/TRS/HOWRAH in the Howrah Division, E. Rly., residing at 170/A, Ambagan Rail Quar er, Bandel, P. O. Bandel, Dt. Hooghly, have changed my pame and shall hereafter be known as SUDHIR CHANDRA MALAKAR.

It is certified that I have complied with other legal requirements in this connection.

SUDHIR CHANDRA ROY Signature (in existing old name)

I, hitherto known as BASANTLAI. MAHABRAHMAN S/o Late RAMJILAL, employed as Class-I Industrial Staff in the Calcut'a Mint Alinote, residing at 1/2 in null Lane, Calcut'a-7, have changed my name and shall hereafter be known as BASANTLAL SHARMA.

It is certified that I have complied with other legal requirements in this connection.

BASANTLAL MAHARRAHMAN Signature (in existing old name)

I, hitherto known as SANAT KUMAR KIRTANIA S/o Late SISU LAL KIRTANIA, employed as HTNC/SDAH/, PASSANGER in the Sealdah Division, residing at Narayanpur, Kumar Bagan, Bandel, Hooghly, West Bengal-712123, have changed my name and shall hereafter be known as SANAT KUMAR SARKAR.

It is certified that I have complied with other legal requirements in this connection.

SANAT KUMAR KIRTANIA Signature (in existing old name)

I, hitherto known as BASAPPA S/o NIJAPPA KAMB-LE, residing at Chadachan, taluka Indi, Dist. Bijapur, Karnataka S'ate, have changed my name and shall hereafter be known as BASAVARAJ.

It is certified that I have complied with other legal requirements in this connection.

BASAPPA

- Signature (in existing old name)

I, hitherto known as ANUP KUMAR GHOSH S/o Shri BAIDYA NATH GHOSH, employed as Gang Man in the Office of P.W.I. Baikunthpur Road, residing at C/o P.W.I. Baikunthpur Road P.O. Churcha, Dist. Surguja (MP)-497 339 have changed my name and shall hereafter be known as ALOK KUMAR GHOSH.

It is certified that I have complied with other legal requirements in this connection.

ANUP KUMAR GHOSH Signature (in existing old name)

I, hitherto known as VIOLET MARCRINA D'SOUZA W/o Mr. VIVEK SRIVASTAV, practising advocate, residing at Liber'y House, Bithul, Kinnigoli Post-574150, Mangalore Taluk, D. K. Karnataka State, have changed my name and shall hereafter be known as MRS. ANITA SRIVASTAV.

It is certified that I have complied with other legal requirements in this connection.

VIOLET MARCRINA D'SOUZA Signature (in existing old name)

I, hitherto known as BHISHAM PITAMAH GORE-WARA S/o Late SHRI KESAR DASS GOREWARA, employed as Under Secretary in the Ministry of Finance (Departmen' of Economic Affairs), New Delhi, residing at B-112, Jangpura 'B', New Delhi-110014, have changed my surname and shall hereafter be known as BHISHAM PITA-MAH GROVER.

It is certified that I have complied with other legal requirements in this connection.

BHISHAM PITAMAH GOREWARA Signature (in existing old name)

### OTIFICATION BY THE BOMBAY OILSEEDS & OILS

#### EXCHANGE LTD., BOMPAY

The approval of the Deputy Director, Forward Markets Commission, under Sub-section (i) of the Section 11 of the Forward Contracts (Regula ion) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry, Notification No. S. O. 1162, dated 4th May, 1960, has been obtained on the 16 h May, 1995 to the following amendments, made to the Bve-Laws of the Bombay O'ls-eds & Oils Exchange Ltd., Bombay, the same having been notified under section 11 of the said Act and Rule 11, of the Forward Con'racts (Regulation) Rules, 1954.

#### **AMENDMENTS**

#### **ANNEXURE**

# AMENDMENTS TO THE BYE-LAWS OF THE BOMBAY OILSEEDS AND OILS EXCHANGE LTD., BOMBAY

In the said Bye-Laws :

"In Bye-Laws 5 for the word and figure Rs. '600/-' the word and figure 'Rs. 1,200/-', shall be substituted."

Place: Bombay

Date: 10th June, 1995

Sd/-ILLEGIBLE Secretary

The Bombay Oilseeds & Oils Exchange Ltd., Bombay

#### THE STOCK EXCHANGE, AHMEDABAD

Provisions relating to regulation of transactions between Clients and Brokers as incorporated under the caption "Rights and Liabilities of Members and Constituents" under Bye-laws-26 and approved by SEBI vide their letter No. SMD/RCG/PJ/7687/94 dated 14-12-1994.

# REGULATIONS OF TRANSACTIONS BETWEEN CLIENTS & BROKERS

- (d) It shall be compulsory for every member to keep the money of the constituents in a separate Bank Account and their own money in a separate Bank Account. No payment for transactions in which any member is taking a position as a principal, shall be allowed to be made from the accounts of the constituents. The principles and the circumstances under which, transfer from the account of the constituent to the account of the member, shall be allowed, are as enumerated below:—
  - 1. Member to keep accounts :---

Every member shall keep such books of Accounts, as may be necessary, to show and distinguish his business as a member.

- Moneys received from, or on account of, and moneys paid to or on account of, each of his constituents, and
- (ii) The monies received and the monies paid on Members' own account.
- 2. Obligation to pay money into Constituents Accounts:

Every member, who holds or receives money on account of a constituent, shall forthwith pay such money to the Current or Deposit Account with the bank to be kept in the name of the member with the title Clients Account. Every member shall be at liberty to keep either one consolidated account for all the constituents or separate accounts in the name of each of the constituents as such member deem fit. Provided that when a member receives a cheque or draft representing in part money belonging to the constituent and in part money due to the member, he shall pay the whole of such cheque or draft into the constituent account and effect subsequent transfer as laid down below in point 4(ii).

- 3. What monies to be paid into 'Constituent's Account':-
  No money shall be paid into contituents' account other
  than:--
  - (i) Money held or received on account of constituents.
  - (ii) Such money belonging to the member as may be necessary for the purpose of opening or maintaining the account.

- (iii) Money for replacement of any sum which may, by mistake or acc dent, have been drawn from the account in contravention of point-4 given below, and
- (iv) A cheque or draft received by the member representing in par, money belonging to the constituent and in part money due to the member.
- 4. What monies to be withdrawn from 'Constituents' Account';

No money shall be drawn from Constituent's account other than;

- (i) Money properly required for payment to, or on behalf of constituents, or for or towards payment of a debt due to the member from constituents, or money drawn on constituent's authority, or money in respect of which there is a liability of constituents to the member provided that money so drawn shall not, in any case, exceed the total of the money so held for the time-being for each such constituent.
- (ii) Such money belonging to the member as may have been paid into the constituent's account under para-3(ii) or 3(iv) given above.
- (iii) Money which may, by m stake or accident, have been paid into such account in contravention of point-3 above.
- 5. Right to lien, set off, etc. not affected;

Nothing in this clause (d) shall deprive a member of any recourse or right, whether by way of lien, set off, counterclaim, charge or, otherwise against monies standing to the credit of constituents account.

- (e) It shall be compulsory for every member to keep separate accounts for the constituent's securities and 'o keep such books of account, as may be necessary, to distinguish such securities from his/their own securities. Such accounts for the constituents' securities shall, inter alia provide for the following:—
  - 1. Securities received for sale or kept pending delivery in the market.
  - 2. Securities fully paid for, pending delivery to constituent.
  - 3. Securities received for transfer, or sent for transfer by the member, in the name of constituent or his nominee/s.
  - 4. Securities that are fully paid for and are held in custody by 'he member as securities/marg n, etc. Proper authorisation from constituent for the same shall be obtained by the member.
  - 5. Fully paid securities of the constituents registered in the name of the member, if any, towards margin requirements, etc.
- (f) Every member shall make payment to their constituents or deliver the securities purchased within two working days of pay-out. The Stock Exchange shall issue a Press Release immediately after the declaration of pay-out.
- (g) Every member shall buy securities on behalf of any constituent only on reciept of margin of minimum 20% on the price of securities proposed to be purchased unless the constituent has already an equivalent credit with the member. Members may not, if they so desire, collect such a margin from Financial Institutions, Mutual Funds and FIIs.
- (h) Every member shall sell securities on behalf of any constituent only on receipt of a minimum margin of 20% on the price of the securities proposed to be sold unless the member has received the securities to be sold with valid transfer documents to his satisfaction prior to such sale. Members may not, if they so desire, collect such a margin from Financial Institutions, Mutual Funds and FIIs.

- (i) Every member shall issue a Contract Note for purchase/sale of securities to a constituent within 24 hours of the execution of the contract.
- (j) In case of purchases on behalf of constituents, every member shall be at hierty to close out the transactions by selling the securities, in case constituent fails to make the full payment to any member for the execution of the contract within two days of the contract note having been delivered for Cash Shares, and 7 days for Specified Shares, or before pay-in day (as fixed by the S.ock Exchange for the concerned settlement period) whichever is earlier, unless the constituent has already an equivalent credit with the member. The loss incurred in this regard, if any, shall be met from the margin money of the concerned constituent.
- (k) In case of sales on behalf of any constituent, every member shall be at liberty to close out the contract by effecting purchases if the constituent fails to deliver the securities sold with valid transfer documents within 48 hours of contract note having been delivered, or before the delivery day (as fixed by the Stock Exchange for the concerned settlement period) whichever is earlier. The loss incurred in this regard, if any, shall be met, from the margin money of the concerned constituent, by the concerned member.
- (1) Precautions to be followed compulsorily by the member-brokers:

#### i. Mandatory:

- (i) Ensure that the client is personally known to the member-broker or has been introduced to him by a person known to him.
- (il) A record of introduction of all clinets may be kept by member-brokers and they should insist on their sub-brokers also to maintain a similar record. The following data on the clients can be maintained:—
  - (a) Name, address, telephone number, age.
  - (b) Status—whether in employment/business.
  - (c) If in business—Nature of business and business address.
  - (d) Banker & Bank Account members through which operations are to be done.
  - (e) Name, address of contact through whom client has been introduced.
  - (f) Names of all persons on whose behalf the client is operating and necessary legal documents authorising the client to act on behalf of such persons.
  - (g) In case a Private Limited Company or a Public Company or a Trust is a client, the details such as its Authorised/Subscribed Capital, total Trust Funds and the resolution duly authorising the person acting on behalf of the Company.
- (iii) A satisfactory bank reference of client may be insisted upon before doing business on behalf of new clients.
- (iv) Due care may be exercised when a member-broker is introducing/delivering broker for shares in the market. In all such cases, the Transferor(s) or Seller(s) Signature(a) should be witnessed either by the member-broker himself or by any of his SEBI authorised sub-brokers through whom concerned sale has been effected. If Transfer Deeds are witnessed by a third party, insist on signature of Sellers being witnessed by the concerned sub-brokers also. Do not make payment by issuing a cheque in a name other than the name of the shareholder when a member-broker is an introducing broker.
- (v) Proper enquiries may be made when the names of the selling clients and names appearing on Share Certificates delivered against sales are different.

- Proper record should be kept for explaining the reasons for difference.
- (vi) If shares given by a client are frequently received under objection, there is a need for more caution.

  The member-broker should inform the Stock Exchange authorities, names of such clients, who in turn, will communicate such names to other member-brokers
- (vii) List of names of black-listed/defaulter clients may be forwarded to the Stock Exchange author.ties for communicating such names to other memberbrokers of the Exchange as well as ofher Stock Exchanges.
- (viii) Member-brokers should insist on clients to return the duplicate copy of Contract Notes duly signed by them in token of their having received the Contract Notes.
- (ix) No adjustment between one client account to another should be made unless express authority has been obtained from the clients. Such authority should be preserved by the broker.

#### 2. Guidelines:

- (i) Each client must give full particulars, in writing, including the member(s) through whom he is currently/was previously operating in the market in the prescribed form. The broker should contact the previous broker to get an opinion from him about the dealings of the client.
- (ii) Member-brokers may insist on getting additional details such as Income Tax PAN/G.R. No. etc. on the clients placing large orders (i.e. more than Rs. 1,00,000/-) even if they are clients of his subbroker or have been introduced by him.
- (iii) Member-brokers may exercise due caution while executing big orders on behalf of clients at the initial stage of their introduction.
- (iv) Extra caution may be exercised when clients are dealing with more than one broker.
- (v) If a client frequently delays payments and/or disputes the deals put on his behalf, further caution needs to be exercised while dealing with him. In case a client habitually delays the payment, member-broker must insist on advance payment or larger cash margin before executing his orders.
- (vi) Member-brokers should not accept cash for purchases of securities and/or give cash against sales of securities. All payments received/made should be strictly by "Crossed-Payees" Account" cheques.
- (m) Any lapse, failure, contravention or violation of any of the provisions contained under Sub Rules (d) to (l) by any member shall be subject to disciplinary action as contained in the Bye-laws-258 to 273 any changes effected from time to time.

KRISHNA KUMAR C. MISHRA Company Secretary 'The Stock Exchange, Ahmedabad Manek Chowk, Ahmedabad-1

#### ANNEXURE-1

THE AMENDMENTS IN THE RULES, BYE-LAWS AND REGULATIONS OF OUR EXCHANGE SUGGESTED BY YOU HAVE BEEN APPROVED BY, OUR GOVERNING BOARD IN ITS MEETING HELD ON 19-11-1994.

#### BYE-LAW-353 (A) :

In the event of a member being declared a defaulter in accordance with the Rules, Bye-laws and Regulations of the Sock Exchange, all amounts due to such member from a non-member under a contract issued to such non-member shall be payable on the due date to the Trusces of the Stock Exchange Custoniers' Protection Fund on demand in accordance with the Rules of the above Fund and the Trustees of the above Fund shall thereafter disburse the same in accordance with those Rules.

The payment of such amount by the non-member to the trustees of the Customers Protection Fund would amount to discharge of the liability of the non-member; vis-a-vis the member.

#### APPOINTMENT OF ARBITRATORS

- 249(a) All claims, differences and disputes required to be referred to arbitration under these Bye-laws and Regulations shall be referred to the arbitration of two persons to be appointed by each party as under;;
  - (i) A member of the Exchange may appoint any one member of the Exchange or such member may Choose to appoint any person from within the panel of arbitrators nominated by the Governing Board with the previous approval of SEBI, to act as an arbitrator.
  - (ii) Any non-member may appoint any person as an arb.tra.or from within the panel of arbitrators nominated by the Governing Board with the previous approval of SEBI.

#### APPOINTMENT OF, UMPIRE,

251. The arbitrators appointed by the parties or by the Governing Board or the President shall have power to appoint a person from the panel of arbitrators appointed under Bye-law-249 (a) above as an umpire at any time or appoint an Umpire on account of faiture, neglect or refusal on the part of other party or parties to appoint arbitrator under Bye-laws-250 and the arbitrators shall appoint an Umpire if and when they differ as to their award.

For the purpose of appointment of arbitrators/umpite from within the panel, the persons nominated as representatives of public under Rule-98 and the members of the Committees appointed/nominated by the Governing Board with the previous approval of SEBI under Rule-170, shall constitute the panel of arbitrators and the reference wherever made under these Rules, Bye-laws and Regulations regarding arbitrator/umpire, shall mean and include arbitrator/umpire appointed from within the panel also.

## APPOINTMENT OF UMPIRE BY THE GOVERNING BOARD OR THE PRESIDENT

- 252. The Governing Board or the President shall appoint an umpire......
  - if from any cause the arbitrators appointed fail within the time (or extended time) prescribed in these Byo-laws and Regulations either to make an award or to appoint or to concur in the appointment of an umpire; or
  - (ii) if from any cause the umpire fails to make his award within the time (or extended time) prescribed in these Bye-laws and Regulations; or
  - (iii) if the umpire dies or fails or neglects or refuses to act or becomes incapable of acting at any time before making his award.

Provided where one or more of the arbitrators appointed by the parties is/are from wi hin the panel of arbitrator appointed under Bye-laws-249 (a) above, in such case a person other than the arbitrator appointed by the parties in one relevant case, shall be appointed as an Umpire from the said panel of remaining arbitrators appointed under Bye-laws-249 (a) by the Governing Board or the President.

The following provisions in Rule-19 (d) be deleted:

- (i) Proviso (iii) to Norm-1 "Eligibility Criteria" be deleted,
- (ii) Norm-7 "Qualifying Director" be fully deleted.
- (iii) Norm-9 "Promoters Identity & Undertaking", Norm-10 "Intimation to the Stock Exchange for change in Shareholding Pattern", Norm-11 "Corporate office to be at Ahmedabad", Norm-13 "Minimum stake to be maintained by the existing member on conversion into corporate membership" & Norm-15 "Filing of return of shareholders by corporate member" be deleted.

The following norm may be added as under:

#### 7. Whole-time Director:

A Company seeking corporate membership shall have atleast one whole-time director stationed at Ahmedabad possessing requisite qualifications as prescribed and shall be accountable to the Stock Exchange. The company shall also ensure that the position of the whole-time director is immediately filled in where it falls vacant on any account whatsoever.

#### KRISHNA KUMAR C. MISHRA

Company Secretary
The Stock Exchange, Ahmedabad
Mariek Chowk, Ahmedabad-1